

## SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That HomeSide Lending, Inc. F/K/A BancBoston Mortgage Corporation by result of amendment to articles of incorporation and merger the owner and holder of a certain mortgage given by RITA JOHNSON AND HUSBAND STEPHEN JOHNSON to FIRST TRUST MORTGAGE COMPANY bearing date the July 31, 1998 recorded in Book 1023, page 538 in the office of the Clerk of the Chancery Court of DeSoto County, State of MISSISSIPPI given to secure the principal sum of \$60750 and covering property in said mortgage described, does hereby acknowledge full payment and satisfaction of said mortgage and all indebtedness secured thereby and does hereby authorize and direct the Clerk of said Chancery Court to cancel said mortgage of record.

SEE ATTACHED LEGAL DESCRIPTION

IN WITNESS WHEREOF, said owner and holder of said mortgage has caused these presents to be executed in its corporate name by its officers thereunto duly authorized and its corporate seal to be hereunto affixed August 11, 1999.

Signed, sealed and delivered in the presence of:

*Kisha Miller*

By *Carla D. Lang*  
 Its ASSISTANT VICE PRESIDENT

Attest: *Kay Barrington*  
 Its Assistant Secretary

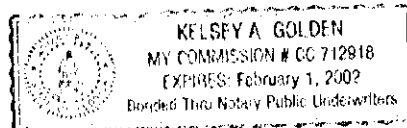


STATE OF FLORIDA  
 COUNTY OF DUVAL

Personally appeared before me, the undersigned authority in and for said county and state, the within named CARLA D LANG, ASSISTANT VICE PRESIDENT, and KAY BARRINGTON, Assistant Secretary, respectively, of HomeSide Lending, Inc. F/K/A BancBoston Mortgage Corporation by result of amendment to articles of incorporation and merger, a corporation, who acknowledged that they signed, sealed and delivered the above and foregoing instrument on the day and year therein mentioned as the act and deed of said corporation, they being fully and duly authorized so to do.

WITNESS my signature and seal of office on this the August 11, 1999.

HomeSide Lending, Inc. F/K/A BancBoston Mortgage Corporation by result of amendment to articles of incorporation and merger, 7301 Baymeadows Way, Jacksonville, FL 32256



*Kelsey A. Golden*  
 Notary Public in and for the  
 County and State aforesaid.

THIS INSTRUMENT WAS PREPARED BY KELSEY MCCRAY, AGENT FOR HomeSide Lending, Inc., 7301 BAYMEADOWS WAY, JACKSONVILLE, FLORIDA 32256, (904) 281-3000

HomeSide Lending, Inc. f/k/a BancBoston Mortgage Corporation, a Florida Corporation, the successor by merger to Stockton, Whatley, Davin & Company, Mortgage Corporation of the South, BancBoston Mortgage Corporation of New England & RHIT Mortgage Service Corp.

STATE MS. - DESOTO CO.  
 FILED

AUG 27 2 32 PM '99

BK 1143 PG 523  
 W.F. D. J. GLK.

Lot 28, First Revision, Loma Vista Estates, Planned Unit Development, in Section 8 and 17, Township 3 South, Range 7 West, Desoto County, Mississippi, as per plat thereof recorded in Plat Book 43 Page 11, in the office of the Chancery Clerk of Desoto County, Mississippi.

which has the address of 1990 McIngvale Road, <sup>#28</sup> Hernando  
Mississippi 38632 [Zip Code] ("Property Address");  
MISSISSIPPI-Single Family-FNMA/FHLMC UNIFORM

[Street, City],

**INSTRUMENT Form 3025 9/90**  
-6R(MS) (9403) 02 Amended 5/91  
VMP MORTGAGE FORMS (800)521 7291

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secured by this Security Instrument.

make any accommodations with regard to the terms of this Security Instrument.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

Form 3025 9/90